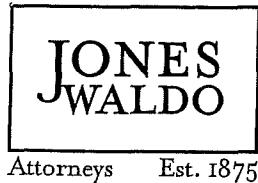


# **EXHIBIT “H”**



TEL: 801-521-3200  
FAX: 801-328-0537

170 South Main Street, Suite 1500  
Salt Lake City, UT 84101

September 7, 2017

[www.joneswaldo.com](http://www.joneswaldo.com)

Affiliated firm Lear & Lear, LLP

**BY EMAIL & U.S. MAIL**

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FINAL DEMAND re: Violation of Copyright/Lanham Acts & Breach of Franchise Agreements

All:

We are writing again on behalf of Harris Research, Inc. ("HRI"). As you are well aware from the prior communications from this law firm and Melanie Parker, HRI is the franchisor of Chem-Dry® carpet and upholstery cleaning system, and is also the owner of its federally registered Chem-Dry® trademarks and logos, as well as its proprietary cleaning solutions and equipment. See [www.chemdry.com](http://www.chemdry.com). You entered into franchise agreements with HRI in 2011 for the operation of the JC's Chem-Dry® franchise, and/or personally guaranteed its obligations under those Franchise Agreements.

As we have explained at length in the previous correspondence, you are currently in breach of the Franchise Agreements, as well as in violation of federal law, due to your unlawful use of the Chem-Dry® name, telephone numbers, slogans, and equipment and product and your operation of a competing business.

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Specifically, you are operating a carpet and upholstery cleaning company, Fowler Carpet and Upholstery Cleaning, which is competitive with Chem-Dry® and is apparently still using and/or in the possession of the following Chem-Dry® products and equipment: (a) PowerHead, serial number 82825036; (b) PowerBase, serial number 2422; (c) PowerHead, serial number 83196027; (d) PowerHead, serial number 83259047; and, (e) Chem-Dry Carbonating Truckmount System CTS-450, serial number HS-45-7345-096.

Equally problematic, you are identifying yourself as a former Chem-Dry® franchisee and using the phone numbers affiliated with your former Chem-Dry® franchise, including but not limited to 281-259-8195, 281-716-7520, and 281-376-4418; and you are using HRI's claims and slogans in affiliation with your competing business, including but not limited to your use of "dry in hours, not days," and your claim that your process "removes 98% of allergens from carpet and upholstery."

This conduct violates the post-termination obligations in the Franchise Agreements found at section 16. Likewise, this conduct violates the federal Lanham Act. See 15 U.S.C. § 1125(a). Violation of the Lanham Act makes you liable for both HRI's damages and any revenues you earn, as well as treble (3X) damages for intentional conduct. See 15 U.S.C. §1117(a). The Lanham Act also entitles HRI to recover its attorney's fees and costs incurred. Id. Finally, this conduct violates the United States Copyright Act. Your copyright infringement also subjects you to statutory damages, injunctive relief and an attorney's fee award. 17 U.S.C.A. §§ 501-505. Moreover, intentional infringement is a criminal action punishable under federal law. Id. at § 506.

Consequently, HRI demands that you:

- 1) cease all use and/or distribution of Chem-Dry® products or equipment;
- 2) cease all use of any Chem-Dry® copyrighted images or photographs;
- 3) cease all use of HRI's Chem-Dry® mark in any way including the removal of all websites, advertising, adwords, pay per click and Google optimizing;
- 4) cease all use of HRI's slogans and claims, or any deviations thereof, including but not limited to your use of "dry in hours, not days," and your claim that your process "removes 98% of allergens from carpet and upholstery";
- 5) cease all use of and disconnect all phone numbers under which your Chem-Dry® franchise services were being offered, including but not limited to 281-259-8195, 281-716-7520, 281-376-4418, and 888-440-5951;
- 6) de-identify former franchised business vehicle(s) to remove any HRI trademarks and slogans and the franchised business telephone numbers identified herein;

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7) cease all competitive activities, including but not limited to the operation of Fowler Carpet and Upholstery Cleaning, which is being operated in violation of section 16 of the Franchise Agreement;

8) return to HRI all proprietary equipment and customer lists for the franchised business, as set forth in the February 6, 2017 termination letter; and,

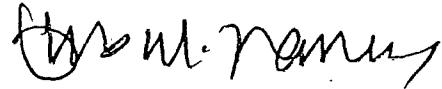
5) pay HRI \$18,043.91 for amounts owed on your account at the time of termination.

If you fail to comply, HRI will have no choice but to bring legal action against you for your violations of the U.S. Lanham Act, Copyright Act and the Franchise Agreements, in which it will seek injunctive relief, damages and attorney's fees. In fact, HRI has already drafted a federal court Complaint, a copy of which is enclosed at Exhibit A.

To avoid immediate and expensive legal action, you must confirm for me, in writing, by Friday, September 15, 2017, that you have complied with HRI's demands.

Otherwise, HRI will proceed with formal legal action against you, which will only increase the amount recoverable by HRI against you.

GOVERN YOURSELVES ACCORDINGLY



Lewis M. Francis, Esq.

Encl.

cc: Melanie Parker at HRI (w/ Encl.)